

**00500 AGREEMENT**

THIS IS AN AGREEMENT made and entered into this 27th day of June, 2014, by and between the County of San Luis Obispo, a political subdivision and one of the counties of the State of California, hereinafter referred to as "Owner", and (complete one of the following):

1. Corporation: NEWTON CONSTRUCTION & MANAGEMENT, INC.
(Insert Corporation Name)
a corporation organized and existing under the laws of the State
of CALIFORNIA
(Insert Name of State)
2. Partnership: _____
(Insert Name of Partnership)
3. Individual: _____
(Insert Name of Individual)
doing business as _____
(Insert DBA Name)

hereinafter referred to as "Contractor". In consideration of the mutual covenants, conditions, promises, and agreements herein contained, Owner and Contractor hereby mutually covenant and agree as follows:

ARTICLE 1 - SCOPE OF WORK

Said Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete in a workmanlike manner, and in strict accordance with the Contract Documents, (defined in Article 6 herein) the Work required by Job Order Contract 14-1 (JOC14-1), in the County of San Luis Obispo, State of California, as called for in Job Orders issued hereunder. It is understood and agreed that said tools, equipment, apparatus, facilities, labor and materials shall be furnished, and said Work performed and completed as required in said Contract Documents, and subject to the approval of the Owner and Owner's duly authorized representatives. The contract is an indefinite-quantity contract for the repair and/or refurbishment of items so ordered, with a minimum ordering amount of \$50,000. The initial maximum amount that may be ordered under this contract is \$2,000,000. Owner reserves the right to increase the amount of this Contract beyond \$2,000,000, up to the maximum amount allowed by law, within the one year contractual period, based on budgetary considerations, mutual consent and provided additional bonds are furnished.

ARTICLE 2 – CONTRACT PERIOD

The Contract Period is for one year from the date of execution by the Owner, or achievement of the maximum value of the Contract, whichever occurs first. Owner shall be the last party to sign this Contract. The Project Duration of individual Job Orders issued hereunder shall be specified in the Notice to Proceed for each specific Project. Work ordered prior to but not completed by the expiration period will be completed with all provisions of this Contract still in force. Time is of the essence in this Contract.

ARTICLE 3 - CONTRACT ADJUSTMENT FACTORS

Owner will pay Contractor in current funds for full and complete performance under this Contract in accordance with the Contract Documents, the Construction Task Catalog, Technical Specifications and Adjustment Factors as follows:

Projects <\$25,000	Normal Working Hours	<u>0.940</u>
Projects <\$25,000	Other than Normal Working Hours	<u>0.950</u>
Projects \$25,000 or greater	Normal Working Hours	<u>0.935</u>
Projects \$25,000 or greater	Other than Normal Working Hours	<u>0.950</u>



ARTICLE 4 - DELAYS

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of Contractor, and the General Services Director so certifies, the Owner shall, without terminating this Contract, make payment of the balance due for that portion of the Work completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 5 - ACCEPTANCE OF FINAL PAYMENT RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or the Performance and Payment Bond.

ARTICLE 6 - CONTRACT DOCUMENTS

The complete Contract between the parties hereto shall consist of the following identified documents herein referred to as the Contract Documents: Invitation to Bidders, Instructions to Bidders, Bid Form, Supplements to Bid Form, Agreement, Bond Requirements and Bond Forms, Insurance and Guarantees, General Conditions, Supplemental Conditions, Special Federal Requirements (only if included), Construction Task Catalog, Technical Specifications, and any Addenda as those documents exist on the date of the first signature to this Contract. Proposal documentation (including drawings, sketches, cost proposals, lists of subcontractors, schedules, etc.) as prepared for individual Job Orders, as well as the Notice to Proceed for the Job Order itself, shall also become part of the Contract Documents after its execution. The Contract shall include all labor, materials, equipment, transportation, and services necessary for the proper execution of the Work.

ARTICLE 7 - LAW AND VENUE

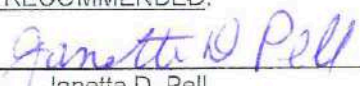
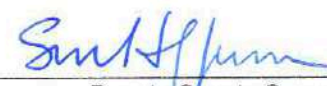
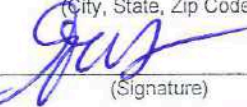
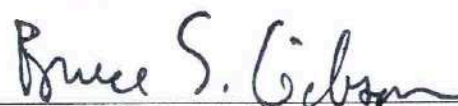
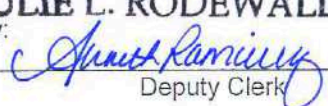
This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in SAN LUIS OBISPO COUNTY and such COUNTY shall be the venue for any action of proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

ARTICLE 8 - CONFLICTS OF INTERESTS

No official of Owner who is authorized on behalf of Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for Owner who is authorized on behalf of Owner to exercise any executive, supervisory or other similar function in connection with the construction of the project shall become directly or indirectly interested personally in this Contract or in any part thereof.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER:	CONTRACTOR:
<u>APPROVAL RECOMMENDED:</u>  Janette D. Pell General Services Agency Director	<u>NEWTON CONSTRUCTION & MANAGEMENT, INC.</u> (Full Business Name) <u>CORPORATION</u> (Type of Business - Print or Type)
<u>APPROVED AS TO FORM:</u> Rita Neal County Counsel	<u>PO BOX 3260</u> (Business Address) <u>SAN LUIS OBISPO, CA 93403</u> (City, State, Zip Code)
By:  Deputy County Counsel	By:  (Signature) <u>ERIC NEWTON, PRESIDENT</u> (Name, Official Title)
COUNTY OF SAN LUIS OBISPO a public entity in the State of California	<u>805-544-5583</u> (Area Code, Telephone)
By:  Chair of the Board of Supervisors	<u>783608</u> <u>A,B,C10</u> Contractor's License Number Classification(s)
Approved by Board Action on <u>May 13</u> , 201 <u>4</u>	
<u>ATTEST:</u> Clerk of the Board of Supervisors JULIE L. RODEWALD By:  Deputy Clerk	



Agreement – JOC14-1

CORPORATE CERTIFICATE

I, ERIC NEWTON, certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that ERIC NEWTON who signed said Contract on behalf of the Contractor, was then PRESIDENT of said Corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

Eric Newton

(Secretary)

**00500 AGREEMENT**

THIS IS AN AGREEMENT made and entered into this 9th day of July, 2014, by and between the County of San Luis Obispo, a political subdivision and one of the counties of the State of California, hereinafter referred to as "Owner", and (complete **one** of the following):

1. Corporation: R. Burke Corporation
(Insert Corporation Name)
a corporation organized and existing under the laws of the State
of California
(Insert Name of State)
2. Partnership: _____
(Insert Name of Partnership)
3. Individual: _____
(Insert Name of Individual)
doing business as _____
(Insert DBA Name)

hereinafter referred to as "Contractor". In consideration of the mutual covenants, conditions, promises, and agreements herein contained, Owner and Contractor hereby mutually covenant and agree as follows:

ARTICLE 1 - SCOPE OF WORK

Said Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and materials necessary to perform and complete in a workmanlike manner, and in strict accordance with the Contract Documents, (defined in Article 6 herein) the Work required by **Job Order Contract 14-2 (JOC14-2)**, in the County of San Luis Obispo, State of California, as called for in Job Orders issued hereunder. It is understood and agreed that said tools, equipment, apparatus, facilities, labor and materials shall be furnished, and said Work performed and completed as required in said Contract Documents, and subject to the approval of the Owner and Owner's duly authorized representatives. The contract is an indefinite-quantity contract for the repair and/or refurbishment of items so ordered, with a minimum ordering amount of \$50,000. The initial maximum amount that may be ordered under this contract is \$2,000,000. Owner reserves the right to increase the amount of this Contract beyond \$2,000,000, up to the maximum amount allowed by law, within the one year contractual period, based on budgetary considerations, mutual consent and provided additional bonds are furnished.

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Projects <\$25,000	Normal Working Hours	_____
Projects <\$25,000	Other than Normal Working Hours	_____
Projects \$25,000 or greater	Normal Working Hours	_____
Projects \$25,000 or greater	Other than Normal Working Hours	_____



ARTICLE 4 - DELAYS

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of Contractor, and the General Services Director so certifies, the Owner shall, without terminating this Contract, make payment of the balance due for that portion of the Work completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

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ARTICLE 7 - LAW AND VENUE

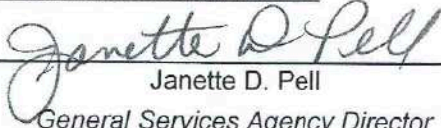


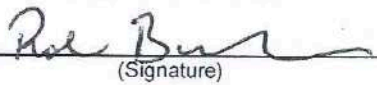

This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in SAN LUIS OBISPO COUNTY and such COUNTY shall be the venue for any action of proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

ARTICLE 8 - CONFLICTS OF INTERESTS

No official of Owner who is authorized on behalf of Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for Owner who is authorized on behalf of Owner to exercise any executive, supervisory or other similar function in connection with the construction of the project shall become directly or indirectly interested personally in this Contract or in any part thereof.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER:	CONTRACTOR:
APPROVAL RECOMMENDED:  Janette D. Pell General Services Agency Director	<u>R. Burke Corporation</u> (Full Business Name)
APPROVED AS TO FORM: Rita Neal County Counsel	<u>General Engineering</u> (Type of Business - Print or Type)
By:  Deputy County Counsel	<u>P.O. Box 957</u> (Business Address)
COUNTY OF SAN LUIS OBISPO a public entity in the State of California	<u>San Luis Obispo, CA</u> (City, State, Zip Code)
By:  Chair of the Board of Supervisors	By:  (Signature)
Approved by Board Action on <u>May 13</u> , 201 <u>4</u>	<u>Robert E. Burke, V.P.</u> (Name, Official Title)
ATTEST: Clerk of the Board of Supervisors JULIE L. RODEWALD	<u>805/543-8568</u> (Area Code, Telephone)
By:  Deputy Clerk	<u>264193</u> <u>A, B</u> Contractor's License Number Classification(s)



CORPORATE CERTIFICATE

I, Caralee M. Courter, certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that Robert E. Burke who signed said Contract on behalf of the Contractor, was then Vice President of said Corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

Caralee M. Courter
(Secretary)